

# STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245 Baton Rouge, Louisiana 70804-9245



www.dotd.louisiana.gov (225) 379-1444

September 28, 2006

NOTICE TO ALL BIDDERS:

SUBJECT: Addendum No. 1

Purchase Requisition No. 205844 For Rental of Digital Color Copier

Reference is made to our Request for Quotations on Purchase Requisition No. 205844 covering Rental of Digital Color Copier for which bids are scheduled to be opened at 2:00 P.M. on October 3, 2006.

This is official notice that the following changes should be made:

**ADD** the following condition:

At the option of the Department of Transportation and Development and acceptance by the contractor, this contract may be extended for two (2) additional twelve month periods at the same terms, prices and conditions. Contract not to exceed thirty-six (36) months.

Due to the above corrections the bid opening will be postponed one week. The new Bid Opening is October 10, 2006

This addendum is hereby officially made a part of the above referenced proposal and should be attached to and become a part of the bidder's proposal. If you have already submitted your bid and this addendum causes you to revise your original bid, please indicate changes and return to DOTD Procurement Section prior to bid opening.

We regret any inconvenience this may have caused.

Very truly ours.

Dana D. Watlington

**DOTD Procurement director** 

DDW:jp

	TAN ORDER - THIS IS A RE	QUEST FOR F	AX BIDS ONLY			<del></del>		<del></del>
P.R. NO: 20	05844				1			
Date Bid Due: 10/10/06			DELIVERY POINT: TRANSPORTATION AND DEVELOPMENT HQ. BLDG., ROOM 101 PRODUCTION UNIT-PAUL LANDRY 1201 CAPITOL ACCESS ROAD BATON ROUGE, LA 70802		****** FAX QUOTE ******  RETURN BY FAX TO: 225-379-1862 or 225-379-1481  ATTN: JEANNIE PREJEAN PHONE: (225)379-1424			
		REP						
		•						
Time of Ope	ening: 2:00 P.M.							
STOCK NUMBER		DESCRIPTION	ON	QUANTITY	U.M.	UNIT PRICE	TOTAL AMOUNT	BRAND NAME AND NUMBER
001	BATON ROUGE, LA 70802, BEGINNING WITH DELIVER THE ATTACHED SPECIFICA COLOR COPIES PER MONTH PER MONTH. BUNDLED MAI	OLED MAINTE ATED AT 120 FOR A TWE RY OF EQUIP ATIONS H AND 100 B INTENANCE W	NANCE FOR THE DOTD  1 CAPITOL ACCESS ROAD,  LVE (12) MONTH PERIOD  MENT. IN ACCORDANCE WITH  - INCLUDES MCA OF 1,500  LACK AND WHITE COPIES  ILL INCLUDE ALL	12	MO			
002	COST FOR ADDITIONAL COMONTH.	DLOR COPIES	OVER 1500 COPIES PER	1	EA			
003	COST FOR ADDITIONAL BI COPIES PER MONTH.	LACK AND WH	ITE COPIES OVER 100	1	EA			
	****** ITEM 001 DESC							
	PARTS, FULL SERVICE MA WITH THE EXCEPTION OF	AINTENANCE						
	COMPENSATION INSURANCE PROPERTY DAMAGE INSURA ON THE ATTACHED PAGE.							
	A TABULATION FOR THIS PURCHASE REQUISITION WILL BE AVAILABLE AFTER BIDS ARE FORMALLY TABULATED AT THE FOLLOWING WEBSITE: WWW.DOTD.LOUISIANA.GOV, DOING BUSINESS WITH DOTD, PROCUREMENT/VENDOR INFORMATION, BID TABULATIONS							
	NOTE: ALL BIDDERS MUST FURNISH DESCRIPTIVE LITERATURE ON ALTERNATE BRANDS WITH HIS BID. IF DESCRIPTIVE LITERATURE IS NOT FURNISHED, BID WILL NOT BE CONSIDERED FOR AWARD.							
	TERMS:DELIVERY:							
	AT THE OPTION OF THE : AND DEVELOPMENT AND A THIS CONTRACT MAY BE ADDITIONAL TWELVE MON TERMS AND CONDITIONS.	OF TRANSPORTATION BY THE CONTRACTOR, OR TWO (2)						
	additional information, please IE PREJEAN (225)379	9-1424	SEE ATTACHMENT FOR SPE FAILURE TO COMPLY WITH S	CIAL, COND SAME MAY [	ITIONS DISQU	S, INSTRU ALIFY YOU	CTIONS AND JR BID OR Q	DEFINITIONS. UOTATION
FIRM:			MAILING ADDRESS:					
BY:	(s	ignature)	City:				State: Z	lip:
BY:	(PRINT OR TY	PE NAME)	REMITTANCE TO BE MADE TO	O ADDRESS	OTHE	R THAN A	BOVE:	
PHONE #:			Street/Box	C	ity		State Z	ip
FED. ID. NU	MBER:		Vendor FAX Number: Email Address:					
						-		

Date Bid Due: 10/10/06 REPROTECTION 12	ION. PLEASE 79-1862 OR
Or Date Publishing: 09/28/06  Date Bid Due: 10/10/06  Time Bid Due: 2:00 P.M.  Time of Opening: 2:00 P.M.  STOCK NUMBER  THIS IS A REQUEST FOR FAX QUOTAT: RETURN YOUR BID BY FAX TO: 225-3	RANSPORTATION AND DEVELOPMENT HQ. BLDG., ROOM 101 ODUCTION UNIT-PAUL LANDRY 225-379-1862 or 225-379-1481 ATTN: JEANNIE PREJEAN PHONE: (225)379-1424  N QUANTITY U.M. UNIT TOTAL BRAND NAME AMOUNT AND NUMBER  ION. PLEASE 79-1862 OR
Time Bid Due: 2:00 P.M.  Time of Opening: 2:00 P.M.  STOCK NUMBER  THIS IS A REQUEST FOR FAX QUOTAT: RETURN YOUR BID BY FAX TO: 225-3	HQ. BLDG., ROOM 101 ODUCTION UNIT-PAUL LANDRY 201 CAPITOL ACCESS ROAD BATON ROUGE, LA 70802  ATTN: JEANNIE PREJEAN PHONE: (225)379-1424  N QUANTITY U.M. UNIT TOTAL AMOUNT AND NUMBER  ION. PLEASE 79-1862 OR
Time of Opening: 2:00 P.M.  STOCK NUMBER  THIS IS A REQUEST FOR FAX QUOTAT: RETURN YOUR BID BY FAX TO: 225-3	PHONE: (225)379-1424  N QUANTITY U.M. UNIT TOTAL BRAND NAME AND NUMBER  ION. PLEASE 79-1862 OR
STOCK DESCRIPTION  THIS IS A REQUEST FOR FAX QUOTAT: RETURN YOUR BID BY FAX TO: 225-3	N QUANTITY U.M. UNIT TOTAL BRAND NAME AND NUMBER  ION. PLEASE 79-1862 OR
THIS IS A REQUEST FOR FAX QUOTAT: RETURN YOUR BID BY FAX TO: 225-3	ON. PLEASE 79-1862 OR  AUANTIY U.M. PRICE AMOUNT AND NUMBER
RETURN YOUR BID BY FAX TO: 225-3	79-1862 OR
If you need additional information, please call: JEANNIE PREJEAN (225)379-1424	SEE ATTACHMENT FOR SPECIAL, CONDITIONS, INSTRUCTIONS AND DEFINITIONS. FAILURE TO COMPLY WITH SAME MAY DISQUALIFY YOUR BID OR QUOTATION
FIRM:	MAILING ADDRESS:
BY: (signature)	City: State: Zip:
BY: (PRINT OR TYPE NAME)	
PHONE #:	REMITTANCE TO BE MADE TO ADDRESS OTHER THAN ABOVE:
FED. ID. NUMBER:	REMITTANCE TO BE MADE TO ADDRESS OTHER THAN ABOVE:  Street/Box City State Zip

#### INSTRUCTIONS FOR SUBMITTING FAX BIDS

- 1. Type or print in ink in blanks provided. Bids submitted in pencil will not be accepted.
- 2. Any corrections, erasures or other forms of alteration to unit price should be initialed by the bidder.
- 3. Bid must be as per specification(s) furnished.
- 4. Bidders must comply with all instructions shown in invitation to Bid. Failure to comply may result in rejection of bid.
- 5. Bid should be submitted in unit of measure as requested. Bids submitted in a different unit of measure may not be considered for award.
- 6. Unit price for each item must not exceed four digits to right of decimal point. Unit price submitted beyond four digits will be rounded off to nearest fourth digit.
- 7. Give complete information, attach letter if more space is needed.
- 8. Bids must be quoted on a firm basis for a thirty day period from bid opening date.
- 9. Bid must be net and include all handling charges and transportation charges fully prepaid to destination unless delivery point indicates otherwise. Bids containing "Payment in Advance" will be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whicheve is later.
- 10. Bids must be submitted exclusive of all Federal and State Taxes unless specified otherwise in bid form. State Agencies are exempt from all State and Local Sales Taxes.
- 11 Complete column marked "Total Amount" which is computed by multiplying "Quantity" column by "Unit Price" column.
- 12. Indicate any discount in blank provided for "Terms". Cash discounts for less than thirty (30) days or less than one percent (1%) will be accepted, but will not be considered in determining low bidder.
- 13. In blank provided for "Delivery" indicate amount of time needed to complete delivery of entire order.
- 14. Signature of person completing bid must be submitted on each bid. A typed name without a signature WILL NOT be accepted.
- 15. Indicate Federal Identification Number or Social Security Number, whichever is applicable.
- 16. Fax bid to this fax number (225) 379-1862. Keep a copy of bid for your records. Bidders are hereby advised that the U.S. Postal Service does not make delivery to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at: DOTD Procurement Section P. O. Box 94245, Capitol Station Room 304M, Headquarters Baton Rouge, LA 70804-9245

Bids may be delivered by hand or courier service to our physical location as follows: DOTD Procurement Section Room 304M, Headquarters 1201 Capitol Access Road Baton Rouge, LA 70802.

Bidder is solely responsible for ensuring that it's courier service provider makes inside deliveries to our physical location. The DOTD Procurement Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

- 17. Bids must be submitted on D.O.T.D. bid form.
- 18. Deviations to the Department's Special Conditions and Specifications will not be allowed. Vendor's special conditions and terms which differ from the bid proposal will cause rejection of bid.
- 19. By signing the bid form, the bidder certifies that this bid is made without collusion or fraud.
- 20. In accordance with R.S. 39:1594 (Act 121), the person signing the bid must be: A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State: or An individual authorized to bind the vendor as reflected by a accompanying corporate resolution, certificate or affidavit; or An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(c) and/or R.S. 39:1594(C)(2)(d).

By signing the bid, the bidder certifies compliance with the above.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
JOHNNY B. BRADBERRY, SECRETARY
DANA D. WATLINGTON
DOTD PROCUREMENT DIRECTOR
STREET ADDRESS: 1201 CAPITOL ACCESS ROAD, ROOM 304M
MAILING ADDRESS: P.O. BOX 94245, BATON ROUGE, LA 70804-9245

#### SPECIAL INSTRUCTIONS & CONDITIONS

- 1. PURPOSE AND INTENTION: The purpose and intention of this invitation to bid is to establish a contract between the Department and the successful bidder(s) to furnish supplies, materials, equipment and/or services in accordance with requirements described herein.
- 2. QUANTITIES: No specific quantities are given or guaranteed on Contracts. Only such quantities are required by the Department during the contractual period will be ordered.
- 3. BID DEADLINES: All Sealed Bids will be received by the Department in Room 304M, Headquarters Administration Building, 1201 Capitol Access Road, Baton Rouge, Louisiana until 9:45 a.m. on the same date as shown on bid form. All bids must be time and date stamped in the Procurement Section or it will be considered late. No bids will be accepted after this time. At 10:00 a.m. of the same day, they shall be publicly opened and read in Room 304M, Headquarters Administration Building. Request for Quotations must be received by 2:00 p.m. on DATE BID DUE as shown on bid form. All bids must be time and date stamped in the Procurement Section or it will be considered late. Bids received after 2:00 p.m. will not be accepted.

- 4. BID OPENING: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Department during normal working hours. Written bid tabulations will **not** be furnished.
- 5. AWARD: The Department reserves the right to award items separately, by groups or on overall low bid basis to the lowest responsible and responsive bidder meeting the requirements and criteria set forth in the Invitation to Bid, taking into consideration the best interest of the Department. Award will be made without discrimination on grounds of race, color, or national origin. Minority business enterprises will be afforded full opportunity to submit bids.
- 6. TIE BIDS: In state vendors shall be given preferences in the case of tie bids.
- 7. CANCELLATION OF AWARD: The Department reserves the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State; (5) Conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (6) Any other breach of contract. Should the contractor find that due to increase in price or product availability, order cannot be filled, he is to submit to the DOTD Procurement Director a request for cancellation stating the reason for the request.

# 8. REJECTION OF BID: THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS AND WAIVE ANY INFORMALITIES.

- 9. TAXES: EFFECTIVE SEPTEMBER 11, 1991, PURSUANT TO ACT 1029 OF THE 1991 REGULAR SESSION OF THE LEGISLATURE, THE STATE AND ANY OF ITS AGENCIES, BOARDS OR COMMISSIONS ARE **EXEMPT** FROM THE LOUISIANA STATE SALES/USE TAXES.
- 10. NEW PRODUCTS: Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
- 11. BRANDS: UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION.
- 12. ALTERNATE BIDS: IF ITEM(S) DOES NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 13. DEFAULT OF CONTRACTOR: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Department has determined the contractor to be in default, the State reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 14. APPLICABLE LAW: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 15. SPECIAL ACCOMMODATION: Any "Qualified Individual with a Disability" as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to bid opening.
- 16. INDEMNITY: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.
- 17. EQUAL OPPORTUNITY CLAUSE: The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations. By submitting and signing this bid, bidder certifies that he agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this proposal. Bidder agrees to keep informed of and comply with all Federal, State, and local laws, ordinances and regulations which affect his employees or prospective employees.

(Rev. 10/11/04)

#### 9/28/06

# Specifications for Rental of A Color Copier

Unit to be configured as a multi-functional color system with network print and scan. Standard duplex, 4,100 sheet paper supply and 100 sheet multi-purpose tray. Standard 40 GB system hard disk drive. Reversing document feeder and advanced finishing to include multi-position stapling and 2/3 hole punch. Unit must require a dedicated 120 V, 60Hz, 12A.

### Out put speeds:

- Full color speeds of at least: 32 copies/prints per minute(81/2 x 11)
- First copy out time (color/mono): 8.9/6.9 seconds
- First print out time: (color/mono): 8.9/6.9 seconds
- Warm up time: within 60 seconds, program during warm up, auto start

### Paper Handling:

- Unit shall be capable of running a minimum of 110 lb multiple sheet index through the by-pass tray.
- Unit must be capable of a minimum of 4,100 sheets total paper capacity, with no less than one (1) 3000 sheet letter tray, two (2) 500 sheet universal trays, and one 100 sheet bypass tray. Unit must include a reversing document feeder that is capable of automatically feeding up to 75 sheets of mixed sized originals.
- Unit must include automatic stackless duplex for two-sided copying of 8.5 x 5.5 through 11 x 17 paper.
- Reversing document feeder must scan in at a minimum of 32 pages per minute with the ability to scan at least 75 mixed originals at one time.

## Paper Finishing:

• Document finisher must have ability to 2/3 hole punch, with a minimum of 3 paper position stapling, saddle-stitch finishing with folder. Must also hold at least 3,000 sheets in the main finisher tray.

### Copy functions:

- 1000 management codes, Job interrupt
- Unit must provide automatic color calibration. It shall also allow the operator to adjust the color on an as needed basis, without the need for technical assistance.
- Must utilize laser technology.
- Scan once, print many technology

Minimum system memory of 768 Ram with 40 GB HDD

#### Print/Scan

- Must include a minimum of 1 GB of printer memory
- 40 GB Printer HDD (allows private print and proof print)
- Supported PDL/emulations: PCL5c, PCL-XL, KPDL, KC-GL, Prescribe
- Standard interface: 10/100BaseTx, Parallel IEEE1284, High Speed USB 2.0
- Network scan speed of 32-ipm B/W; 32-ipm Color
- Scan to email, scan to PC/MAC, Scan to FTP
- File format: TIFF, PDF, JPEG, Encrypted PDF, High Compression PDF
- LDAP converter
- Must include a minimum 800MHz Controller
- Must allow for PDF compression from the control panel of the copier
- Must include LDAP converter for easy access to company email addresses
- Training shall be included at no additional charge. Installation shall be included, and technical advice shall be provided to install at computer workstation.
- Fax system with 33.6 kbps modem with auto fallback

Kyocera Km-C3232 or OAE

# **Special Terms and Conditions**

- The manufacturing status of this copier per definition of Buyers Laboratory, inc., for rental shall be new, and have a published introduction date of January 2004 or later.
- Copier must be in compliance with prevailing statutory safety codes of the federal, state and local governments. Any changes required for the equipment to meet safety compliance will be furnished and installed by the vendor who furnished the copier at no cost to the agency.
- Buyers Laboratory must not rate the copier as "not recommended." The copier must not be rated by buyers laboratory as either "recommended with reservations" or "recommend as per general appraisal notations", unless the only reasons for those negative ratings arises from accessories which are not a part of the model and configuration bid.
- Both the number of paper feeds, and the total paper capacity, as identified in the specifications, must be simultaneously available on-line. The total paper capacity must be exclusive of any by-Pass feeder.
- All references herein to toner, dry imager and dry ink will only refer to the color black.

### Definitions:

- New Equipment - Equipment which contains no used parts and which has never been used prior to installation.

#### Special conditions:

- All copiers will be equipped with or supplied with surge protector and will be properly grounded.
- All referenced herein to rental will be interpreted as "Bundled" inclusive of all equipment listed herein.
- Bundled rental cost is one price per copy, inclusive of all features specified, full preventative maintenance, emergency calls, parts, labor, delivery costs, installation charges, adapter, interfaces, start-up supplies, and all other charges required to keep the copier fully operational and maintained in good working condition, and all supplies, except paper.
- Maintenance shall be performed during normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays)

- Vendor must be able to service machines within three (3) hours after notification from agency.
- Example of cost factors which must be included under bundled rental prices would be inclusive of, but not limited to: fuser oil, staples staple wire, waste toner, collection boxes, binder tape, drums, organic photo conductors, surge protectors, safety retrofits, rollers, belts, corona wires, copyboard glass, sensors, lenses, lubricants, "PM kits", software, programming, emergency calls, all labor, remedial maintenance, contractor's consultation telephone "hot Line" for technical assistance, and maintenance for all accessories attached to the copier (with the exception of copier control devices supplied by another contractor). These are only examples and are not a complete listing of cost factors.

The monthly minimum charge for rental of a given copier will be calculated based on the rental cost per copy and calculated at the monthly copy allowance (mca). There will be no more than one (1) billing per calendar month and bills for more or less than thirty (3) days will have the mca and actual usage prorated. Invoices prorated by days can only charge for a calendar date one (1) time.

- Payment will be made for the number of months in which service was actually rendered. Advance payments are not permissible under this contract.
- Under bundled pricing, the vendor must delivery a minimum of a four (4) week quantity of supplies at one time to the section.
- Equipment must be complete, fully configured, and fully operational prior to the Department's acceptance of delivery
- All products bid must be fully compatible with the qu8ipment id herein. The burden of proof of the capability and equality to the specified products shall be the responsibility of the bidder.
- The bidder may be required to make an oral presentation to the agency to demonstrate acceptability and compatibility of the product bid. If required, this presentation must be performed by the bidder at the agency's location within ten (10) days of the request. There must be no cost to the agency arising from the presentation. Failure to provide the presentation shall eliminate your bid from consideration.
- The Department of Transportation and Development reserves the right to cancel this contract prior to the end of the contract period upon giving a thirty (30) days written notice to the vendor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the vendor.

- "The continuation of this contract is contingent upon the continuations of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act or title 39 of the Louisiana revised statues or 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated."
- The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by DOTD to increase or decrease the amount at the unit price stated in the bid.

#### CONTRACTOR'S LIABILITY INSURANCE:

Proof of insurance should be supplied with the bid and will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

<u>COMPENSATION INSURANCE</u>: The Contractor and Subcontractors shall take and maintain during the life of the contract Workman's Compensation Insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the Workman's Compensation Statue, the Contractor and Subcontractor shall provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

<u>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE</u>: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: The Contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.